

MADISON COUNTY PURCHASING
DEPARTMENT
100 North Side Square, Room 734
Huntsville, AL 35801

BID SUBMISSION CHECKLIST

Bid: 2017-52

Bid Opening Date: September 8, 2017

| √ | <i>(Please check all completed items)</i> |
|---|---|
| | Signed, notarized and returned the Illegal Affidavit Forms with bid |
| | Completed IFB Form, signed and notarized |
| | E-Verify Forms, pages 13 and 14 only |
| | Filled in all blanks within the specifications |
| | <u>One original and four (5) copies</u> |
| | No Spiral Binding of Sealed Bids |
| | Included bid bond, if requested |
| | Included performance bond, (if applicable) |
| | Included all requested information in bid package |
| | Certifications/Licenses/Permits, if applicable |
| | Certificate of Insurance(s), if applicable |
| | Acknowledged the Addenda, if applicable |
| | Put bid number, company name and address on the outside of the envelope(s) |
| | Sealed bid response |
| | Read specifications thoroughly! |
| | |

INCOMPLETE AND IRREGULAR BIDS

A bid that is not accompanied by data required by the Bid Documents, or a bid which is in any way incomplete, may be rejected. Any bid which contains any uninitiated alterations or erasures, or any bid which contains any additions, alternate bids, or conditions not called for, or any other irregularities of any kind, will be subject to rejection. Bids may also be rejected for any of (but not limited to) the following causes:

- A. Failure to utilize bid forms provided by Madison County.**
- B. Lack of signature on all notarized document(s) by authorized representative on the bid forms.**
- C. Failure to properly complete the bid.**
- D. Evidence of collusion among bidders.**
- E. Unauthorized alteration of bid/proposal form.**
- F. Failure to submit other forms and documents as required.**
- G. Failure to print and submit bid forms on letter size paper**
(make sure no portion of the bid documents are cut off)

**EACH VENDOR SUBMITTING A BID MUST COMPLETE
AND SUBMIT WITH ITS BID THE FOLLOWING
STATEMENT**

STATE OF ALABAMA
MADISON COUNTY

VERIFIED STATEMENT REGARDING UNAUTHORIZED ALIENS

The undersigned hereby certifies, under oath, in regard to the performance of the services or for the supply of materials or things described in this Invitation for Bid, that:

(A) it has conducted a verification, pursuant to all federal and state laws, of all the employees who will perform work on the Madison County Commission contract or work on the materials or things supplied to the Madison County Commission in response to this Invitation for Bid to insure that no unauthorized aliens will be employed to perform Madison County Commission work or supply materials or things to the Madison County Commission,

and

(B) to the best of their knowledge and belief, it is not employing or otherwise using unauthorized aliens to provide services, materials or things to the Madison County Commission.

The undersigned agrees:

1. it will verify that whether an employee is an unauthorized alien by inspecting such documents as are designated by Federal Law. For contracts in excess of \$100,000.00, in any twelve (12) month period of time, the contractor or supplier shall certify to the Commission that it has and will verify, to the extent allowable by Federal Law, by using the Federal E-Verify program, that no unauthorized aliens are utilized in providing services, materials or things to the Commission;

2. upon request, it will certify to the Commission, under oath by an officer or a management level employee, that it has verified to the extent allowable under Federal Law that named or otherwise described employees utilized in providing services, materials or things to the Commission are not unauthorized aliens;

3. upon determination by any appropriate Federal Agency that an employee is an unauthorized alien, the undersigned shall terminate the unauthorized alien's employment.

4. if the undersigned fails to terminate an employee determined to be an unauthorized alien by the Federal government or fails to provide the verification described above, the Madison County Commission may terminate the contract for the performance of services, materials or things pursuant to Madison County, Alabama, Policy Regarding The Employment of Unauthorized Aliens by Contractors and Suppliers.

The requirements and obligations of this Policy and Statement shall be interpreted and implemented in a manner consistent with all Federal and State Laws. If any provision of this Policy or Statement is declared invalid or in conflict with Federal or State Laws, such invalidity or conflict shall not affect the other provisions of this Policy or Statement which can be given effect without the invalid provision. The provisions of this Policy and Statement are declared to be severable.

NAME:

BY: _____

Printed Name of Person Signing: _____

Position: _____

SWORN TO and subscribed before me on this the _____ day of _____, 20_____.

Notary Public

My Commission Expires: _____

SWORN AFFIDAVIT OF EMPLOYER REGARDING UNAUTHORIZED ALIENS

1. The undersigned hereby attests by this sworn affidavit signed before a notary that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

2. The undersigned hereby attests that it is enrolled in the Federal E-Verify program. A true and correct copy of the undersigned's fully executed Federal E-Verify Memorandum of Understanding is attached hereto.

3. The Federal E-Verify Memorandum of Understanding attached hereto is the operative Memorandum of Understanding under which the undersigned is currently participating in the Federal E-Verify Program.

4. This sworn affidavit is provided to comply with Alabama Act No. 2011-535, known as the "Beason-Hammon Alabama Taxpayer and Citizen Protection Act."

Name:

Company Name

By: _____
Signature

Printed Name: _____

Position: _____

STATE OF _____

COUNTY OF _____

I, the undersigned, Notary Public in and for said County in said State, hereby certify that _____
Employee, whose name as _____
Job Title of _____
Name of Organization, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such _____
Job Title and with full authority, executed the same voluntarily for and as the act of said _____
Name of Organization/Company.

Given under my hand this the _____ day of _____, 20____.

Notary Public
My Commission Expires: _____

SWORN AFFIDAVIT OF EMPLOYER REGARDING UNAUTHORIZED ALIENS

1. The undersigned hereby attests by this sworn affidavit signed before a notary that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

2. The undersigned hereby attests that it is enrolled in the Federal E-Verify program. A true and correct copy of the undersigned's fully executed Federal E-Verify Memorandum of Understanding is attached hereto.

3. The Federal E-Verify Memorandum of Understanding attached hereto is the operative Memorandum of Understanding under which the undersigned is currently participating in the Federal E-Verify Program.

4. This sworn affidavit is provided to comply with Alabama Act No. 2011-535, known as the "Beason-Hammon Alabama Taxpayer and Citizen Protection Act."

Name:

By:_____

Printed Name:_____

Position:_____

STATE OF _____

COUNTY OF _____

I, the undersigned, Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of _____, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such _____ and with full authority, executed the same voluntarily for and as the act of said _____.

Given under my hand this the _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

SWORN AFFIDAVIT OF SUBCONTRACTOR
REGARDING UNAUTHORIZED ALIENS

1. The undersigned subcontractor hereby attests by this sworn affidavit signed before a notary that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

2. The undersigned subcontractor hereby attests that it is enrolled in the Federal E-Verify program. A true and correct copy of the undersigned's fully executed Federal E-Verify Memorandum of Understanding is attached hereto.

3. The Federal E-Verify Memorandum of Understanding attached hereto is the operative Memorandum of Understanding under which the undersigned is currently participating in the Federal E-Verify Program.

4. This sworn affidavit is provided to comply with Alabama Act No. 2011-535, known as the "Beason-Hammon Alabama Taxpayer and Citizen Protection Act."

Name:

By:_____

Printed Name:_____

Position:_____

STATE OF _____

COUNTY OF _____

I, the undersigned, Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of _____, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such _____ and with full authority, executed the same voluntarily for and as the act of said _____.

Given under my hand this the _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

Company ID Number:

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the _____ (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

- a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

Company ID Number:

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

Company ID Number:

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Company ID Number:

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number:

Approved by:

| | |
|--|-------|
| Employer | |
| Name (Please Type or Print) | Title |
| Signature | Date |
| Department of Homeland Security – Verification Division | |
| Name (Please Type or Print) | Title |
| Signature | Date |

Company ID Number:

| Information Required for the E-Verify Program | |
|---|--|
| Information relating to your Company: | |
| Company Name | |
| Company Facility Address | |
| Company Alternate Address | |
| County or Parish | |
| Employer Identification Number | |
| North American Industry Classification Systems Code | |
| Parent Company | |
| Number of Employees | |
| Number of Sites Verified for | |

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

[illegible][illegible]

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

[illegible]

[illegible]

MADISON COUNTY COMMISSION
100 NORTH SIDE SQUARE
HUNTSVILLE, ALABAMA 35801

INVITATION FOR BIDS

BID NUMBER: 2017-52

Madison County Commission will accept bids for gasoline and diesel fuel for various Madison County locations.

Bids will open on Friday, September 8, 2017 at 2:00 p.m.
7th Floor, Room 734 – Madison County Courthouse, Huntsville, Alabama
(See attached specifications)

Current bids are available on our website at www.madisoncountyal.gov

Each vendor submitting a bid must complete the Verified Statements Regarding Unauthorized Aliens.

The Madison County Commission will receive sealed bids until the date and time of bid opening for item(s) meeting, exceeding, or equivalent to specifications.

The Madison County Commission reserves the right to accept or reject any and all bids in whole or in part.

Failure to comply with any of the requirements contained in this invitation for bids may result in the rejection of the entire bid submitted.

Any attachments hereto become a part of the bid and will remain in the bid file.

Brand names used in this invitation for bids are for comparison purposes only and are not to be construed as indicating any preference.

Any items submitted as equivalent to or exceeding specifications must be described in detail.

All bids must be submitted on this form. No errors will be corrected after bids are opened. Bids made out in pencil will NOT be accepted.

No Federal or State taxes are to be included or charged.

It is the intent of the Madison County Commission to allow any business selling the type(s) of merchandise described, to participate in our bidding process. If any prospective vendor feels that any part of these specifications would prohibit their company from submitting a bid, or has any questions regarding this bid, you may email the Purchasing Department at bidspecs@madisoncountyal.gov prior to the bid opening date.

Each vendor must possess proper state, county, and city license, certification, or other requirements imposed, for engaging in the type of activity for which bids are solicited.

Subsequent contracts will not be accepted from a vendor after a bid has been awarded. Vendors must include their contracts with the Invitation for Bids form prior to the bid opening.

Madison County reserves the right to require proof that the products bid are suitable for the purposes for which they are intended. Madison County also reserves the right to cancel a bid if the products received under the bid are not suitable for the purposes intended.

F.O.B. Destination, Freight Prepaid and Allowed. F.O.B. term to mean: Title to the goods passes to the agency upon successful inspection and acceptance once received at the delivery destination point and that the supplier will prepay and bear all of the transportation shipping costs.

Vendors must sign and notarize their bid. Failure to do so may result in rejection of bid.

Madison County Commission reserves the right to waive any minor informality which is immaterial in nature, negligible, or trivial, and does not affect responsiveness.

**SUBMIT BID TO: MADISON COUNTY PURCHASING
100 NORTH SIDE SQUARE
ROOM 734
HUNTSVILLE, AL 35801**

Vendor must show on envelope the bid number and opening date.

Each numbered bid must be in a separate envelope.

All documents submitted to Madison County will be subject to Alabama's Open Records Laws (Code of Alabama, Title 36-12-40 and 41, as last amended). Due to the provisions of the Open Records Laws and the Competitive Bid Laws (especially Code of Alabama, Title 41-16-24(b)), the Madison County Commission cannot assure any Bidder that any information submitted with the bid, even though marked "Proprietary" will not be open to public inspection and copying.

Terms of payment _____

I hereby affirm that I have not been in any agreement or collusion among vendors or prospective vendors in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding, or otherwise.

THIS BID MUST BE NOTARIZED.

Subscribed and sworn to before

Me this _____ day of

_____ 20_____.

Notary Public

Angela Anderson

Madison County Purchasing Director

Madison County Commission

Awarding Authority

COMPANY NAME: _____

SIGNATURE: _____

PRINT NAME: _____

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE #: _____ FAX #: _____

EMAIL ADDRESS: _____

FEDERAL ID# _____

DATE: August 22, 2017

SPECIFICATIONS

- ☐ **BID AWARD TERM** - The bid will be awarded for a 1 year period with the condition that Madison County and the successful vendor may mutually option to extend the bid award for two (2) additional and consecutive one (1) year periods. **How long will you honor your bid price(s)? _____ year(s).**
- ☐ Profit margin and price cents per gallon \$. _____, over low daily rack price. Daily rack shall be furnished upon request.
- ☐ Vendors must state how long they will honor their bid price.
- ☐ Successful vendor shall bear all costs of transportation, packing, crating, delivery, installation, storage, and service under warranty, F.O.B. destination; to the appropriate designated delivery location. The costs of delivery, cartage, temporary storage, off-loading costs, and insurance are the responsibility of the vendor. No charges other than those included in the bid response price will be paid by Madison County.
- ☐ Madison County currently uses annually over 900k gallons of fuel for various vehicles, such as passenger vehicles, sanitation trucks, heavy equipment, law enforcement and fire and rescue.
- ☐ Vendor shall provide immediate or next day delivery to the following locations:

THREE (3) SITES WITH UNDER GROUND TANKS

HI-LO CIRCLE: 3210 SOUTH HI-LO CIRCLE
HUNTSVILLE, AL 35811
(256) 532-1508

FOUR 15,000 GALLON UNDERGROUND TANKS AT Hi-Lo Circle, TWO (2) FOR GASOLINE AND TWO (2) FOR DIESEL. NO ABOVE GROUND TANKS.

DISTRICT ONE: 9457 MOORES MILL ROAD
NEW MARKET, AL 35761
(256) 828-0726

ONE 10,000 GALLON DIESEL UNDERGROUND; ONE 10,000 GALLON GASOLINE UNDERGROUND

DISTRICT ONE EAST: 3699 WINCHESTER ROAD
NEW MARKET, AL 35761
(256) 379-2205

ONE 10,000 GALLON DIESEL UNDERGROUND; ONE 10,000 GALLON GASOLINE UNDERGROUND

THREE (3) SITES WITH ABOVE GROUND TANKS

DISTRICT THREE: 161 WALNUT STREET
NEW HOPE, AL 35760
PHONE # 256-723-4247

*SITES AT DISTRICT THREE AND THREE EAST HAVE TWO 3,000 GALLON ABOVE GROUND TANKS (1 FOR DIESEL & 1 FOR GASOLINE)
ESTIMATED YEARLY USAGE: 25,000 GALLONS OF DIESEL AND 15,000 GALLONS OF GASOLINE*

DISTRICT THREE EAST: 4273 HIGHWAY 72 EAST
BROWNSBORO, AL 35741
PHONE # 256-776-2475

DISTRICT FOUR: 6084 HIGHWAY 53
HARVEST, AL 35749
PHONE # 256-852-8351

THERE ARE TWO ABOVE GROUND 3, 000 GAL TANKS, ONE (1) ABOVE GROUND 20,000 SPLIT TANK, 10,000 GAL GASOLINE AND 10,000 DIESEL.

If you have any questions or concerns regarding the specifications you may contact Derrick Shockley at dshockley@madisoncountyal.gov

**All procurement questions must be sent via email to Angela Anderson at bidspecs@madisoncountyal.gov.
Questions will not be permitted via telephone.**

| Type of Gasoline/Diesel Fuel | Cents Per Gallon Over Rack |
|--|----------------------------|
| Regular Unleaded 87 Octane | \$ |
| Low Sulfur Diesel Fuel (15 – PPM Maximum Sulfur Content) | \$ |

Delivery: _____

How long will you honor your bid price(s)? _____ **month(s)**

ALL VENDORS PLEASE NOTE

Addenda: Bidders must periodically check the County’s website for any addenda issued for this procurement. Madison County will not be responsible for a bidder’s failure to acquire any addenda issued. The Bidder acknowledges receipt of the following addenda, if applicable:

www.madisoncountyal.gov